

CONTRACT #22
RFS # 318.66-050

Department of F&A
Bureau of TennCare

VENDOR:
Tennessee Behavioral Health,
Inc. (East Grand Region)

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

RECEIVED

JUN 09 2006

Commissioner of Finance & Administration

Date:

FISCAL REVIEW

Each of the request items below indicates specific information that must be individually detailed or addressed as required.
A REQUEST CAN NOT BE CONSIDERED IF INFORMATION PROVIDED IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT
CLEARLY ADDRESS EACH OF THE REQUIREMENTS INDIVIDUALLY AS REQUIRED.

RFS #	318.66-050		
STATE AGENCY NAME :	Department of Finance and Administration Bureau of TennCare		
SERVICE CAPTION :	Behavioral Health Organizations Providing Medically Necessary Behavioral Services to the TennCare/Medicaid Population in Tennessee East Grand Region		
CONTRACT #	FA-05-16089-00	PROPOSED AMENDMENT #	5
CONTRACTOR :	Tennessee Behavioral Health, Inc.		
CONTRACT START DATE :	07/01/2004		
CURRENT, LATEST POSSIBLE END DATE : (including ALL options to extend)	06/30/2007		
CURRENT MAXIMUM LIABILITY :	\$310,737,022.00		
LATEST POSSIBLE END DATE <u>WITH</u> PROPOSED AMENDMENT : (including ALL options to extend)	06/30/2007		
TOTAL MAXIMUM COST <u>WITH</u> PROPOSED AMENDMENT : (including ALL options to extend)	\$458,166,722.00		
APPROVAL CRITERIA : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service		
ADDITIONAL REQUIRED REQUEST DETAILS BELOW (address each item immediately following the requirement text)			
(1) description of the proposed additional service and amendment effects :			
This amendment provides modifications to BHO language including Fraud and Abuse; clarify language of compliance with notice requirements vs. appeals; and provide consistency with Middle TN RFP Pro Forma, as well as other housekeeping language clarifications. Additionally, this amendment sets payment rates and maximum liability funding for FY 2007.			

(2) explanation of need for the proposed amendment :

This amendment is needed in order to establish payment mechanisms for remainder of calendar year '06 in order to continue behavioral health services for TennCare enrollees in addition to current language clarifications.

(3) name and address of the proposed contractor's principal owner(s) :
(not required if proposed contractor is a state education institution)

Dr. Russ Petrella, Chief Operating Officer
Magellan Behavioral Health
199 Pomeroy Road, 3rd Floor
Parsippany, New Jersey 07054

(4) documentation of OIR endorsement of the Non-Competitive procurement request :
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

(5) documentation of Department of Personnel endorsement of the Non-Competitive procurement request :
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

(6) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation:

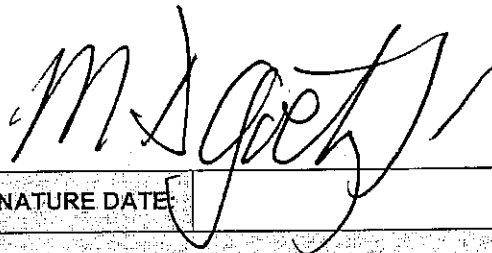
This contract for Behavioral Health Services was identified by a competitive Request for Proposal method. This amendment to the existing contract will ensure that services to recipients will continue without interruption and that payment rates are established for period to continue throughout fiscal year 2007.

(7) justification of why the F&A Commissioner should approve a Non-Competitive Amendment :

The approval of this amendment by F&A will ensure the best interests of TennCare enrollees will be served. Based on the network of providers that Tennessee Behavioral Health, Inc. currently has, TennCare is confident that the modifications of this agreement will ensure payment mechanism for FY '07 and prevent any disruption of services to enrollees.

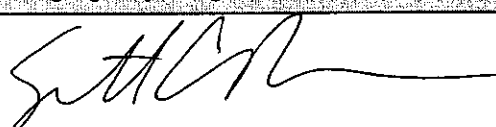
AGENCY HEAD REQUEST SIGNATURE:

(must be signed by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances)



SIGNATURE DATE

CONTRACT SUMMARY SHEET

RFS Number:	318.66-050	Contract Number:	FA-05-16089-05
State Agency:	Department of Finance and Administration	Division:	TennCare
Contractor		Contractor Identification Number	
Tennessee Behavioral Health, Inc.		<input checked="" type="checkbox"/> X	<input type="checkbox"/> V-
		<input type="checkbox"/>	<input type="checkbox"/> C-
621621636 01			
Service Description			
Behavioral Health Services to Enrollees in the TennCare Partners Program in Tennessee East Grand Region			
Contract Begin Date		Contract End Date	
7/1/2004		6/30/2007	
Allotment Code	Cost Center	Object Code	Fund
318.66	135	134	11
		on STARS	
FY	State Funds	Federal Funds	Total Contract Amount include ALL amendments
2005	\$59,243,280.00	\$108,632,276.00	\$167,875,556.00
2006	\$51,144,466.00	\$91,717,000.00	\$142,861,466.00
2007	\$52,779,833.00	\$94,649,867.00	\$147,429,700.00
			\$0.00
			\$0.00
Total:	\$163,167,579.00	\$294,999,143.00	\$458,166,722.00
CFDA Number:	93.778 Department of Health and Human Services		
State Fiscal Contact		Check the box (below) ONLY if the answer is YES:	
Name:	Scott Pierce	Is the Contractor a SUBRECIPIENT? (per OMB A-133)	<input checked="" type="checkbox"/> X
Address:	310 Great Circle Road	Is the Contractor a VENDOR? (per OMB A-133)	<input type="checkbox"/>
Phone:	615-507-6415	Is the Fiscal Year Funding STRICTLY LIMITED?	<input type="checkbox"/>
Procuring Agency Budget Officer Signature		Is the Contractor on STARS?	<input type="checkbox"/>
		Is the Contractor's FORM W-9 ATTACHED?	<input type="checkbox"/>
		Is the Contractors Form W-9 Filed with Accounts?	<input type="checkbox"/>
COMPLETE FOR ALL AMENDMENTS (only)		Funding Certification	
		Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.	
Base Contract & Prior Amendments	This Amendment ONLY		
End Date >	6/30/2007		
FY: 2005	\$167,875,556.00		
FY: 2006	\$142,861,466.00		
FY: 2007	\$147,429,700.00		
Totals:	\$310,737,022.00		

AMENDMENT NUMBER 5

TO PROVIDER RISK CONTRACT # FA-05-16089

BETWEEN

**THE STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH AND
DEVELOPMENTAL DISABILITIES**

AND

**TENNESSEE BEHAVIORAL HEALTH, INC.
IN THE EAST TENNESSEE GRAND REGION**

For and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to clarify and/or amend the Provider Risk Agreement by and between the State of Tennessee Department of Mental Health and Developmental Disabilities, hereinafter referred to as **TDMHDD**, and Tennessee Behavioral Health, Inc. hereinafter referred to as the **Contractor**, as follows:

Titles and numbering of paragraphs used herein are for the purpose of facilitating use of reference only and shall not be construed to infer a contractual construction of language.

1. Section 3.1.12.1.4 shall be deleted in its entirety and replaced by a new section 3.1.12.1.4 which shall read as follows:

3.1.12.1.4 The CONTRACTOR shall promptly perform a preliminary investigation of all incidents of suspected and/or confirmed fraud and abuse. Unless prior approval is obtained from the agency to whom the incident was reported, or to another agency designated by the agency that received the report after reporting fraud or suspected fraud and/or suspected abuse and/or confirmed abuse, the **CONTRACTOR** shall not take any of the following actions as they specifically relate to TennCare claims:

- i. contact the subject of the investigation about any matters related to the investigation
- ii. enter into or attempt to negotiate any settlement or agreement regarding the incident, or

- iii. accept any money or other thing of valuable consideration offered by the subject of the investigation in connection with the incident

- 2 Section 3.1.12.1.9 shall be modified by changing the section number referenced so that the section now shall read:

3.1.12.1.9 The **Contractor** shall include in any of its provider agreements a provision requiring, as a condition of receiving any amount of **TennCare** payment, the provider must comply with Section 3.1.12 of this Agreement.

- 3 Section 3.1.12.1.10 shall be modified by changing the section number referenced within the section from 3.4.4.8 to 3.2.4.7:

3.1.12.1.10 Except as described in Section 3.2.4.7 of this Agreement, nothing herein shall require the **Contractor** to assure non-participating providers are compliant with **TennCare** contracts or State and/or federal law.

- 4. Section 3.2.4.2 shall be amended by deleting the phrase "and subsequent steps regarding an informal review by TennCare", so that the amended paragraph shall read as follows:

3.2.4.2 The CONTRACTOR must review and approve or disapprove claims for emergency medical services based on the definition of emergency medical services specified in Attachment A of this Agreement. If the CONTRACTOR determines that a claim requesting payment of emergency medical services does not meet the definition herein and subsequently denies the claim, the CONTRACTOR shall notify the provider of the denial. This notification shall include information to the provider regarding the CONTRACTORS' process and timeframes for reconsideration. In the event a provider disagrees with the CONTRACTORS' decision to disapprove a claim for emergency medical services, the provider may pursue the independent review process for disputed claims as provided by T.C.A. Section 56-32-226, including but not limited to, BHO reconsideration.

- 5. Section 3.3 shall be deleted and replaced in its entirety so that the new Section 3.3 shall read as follows:

3.3 Appeals and Complaints

- (i) Members shall have the right to file appeals regarding adverse actions taken by the CONTRACTOR. For purposes of this requirement, appeal shall mean a member's right to contest verbally or in writing, any adverse action taken by the CONTRACTOR to deny, reduce, terminate, delay or suspend a covered service as well as any other acts or omissions of the CONTRACTOR which impair the quality, timeliness, or availability of such benefits. An appeal may be filed by the member or by a person authorized by the member to do so, including but not limited to, a provider with the member's written consent.
- (ii) Complaint shall mean a member's right to contest any other action taken by the CONTRACTOR or service provider other than those that meet the definition of an adverse action. The CONTRACTOR shall inform members of their complaint and appeal rights in the member handbook in compliance with the requirements in Section 3.4.2.1 The CONTRACTOR shall have internal complaint and appeal procedures for members in accordance with TennCare rules and regulations, the TennCare Waiver, consent decrees, or court orders governing the appeals process.

The CONTRACTOR shall devote a portion of its regularly scheduled QM/QI meetings, to the review of member complaints and appeals that have been received

The CONTRACTOR shall ensure that punitive action is not taken against a provider who files an appeal on behalf of a member with the member's written consent, supports a member's appeal, or certifies that a member's appeal is an emergency appeal and requires an expedited resolution in accordance with TennCare policies and procedures.

3.3.1 Appeals

The CONTRACTORS appeal process shall include, at a minimum, the following:

- 3.3.1.1 The CONTRACTOR shall have a contact person who is knowledgeable of appeal procedures and shall direct all appeals whether the appeal is verbal or the member chooses to file in writing to TENNCARE. Should an enrollee choose to appeal in writing, the enrollee will be instructed to file via mail or fax to the designated TENNCARE P. O. Box for medical appeals.
- 3.3.1.2 The CONTRACTOR shall have sufficient support staff (clerical and professional) available to process appeals in accordance with TennCare requirements related to the appeal of adverse actions affecting a TennCare member.. The CONTRACTOR shall notify TENNCARE and TDMHDD of the names of appointed staff members and their telephone numbers. Staff shall be knowledgeable about applicable state and federal law, TENNCARE rules and regulations, and all court orders and

- consent decrees governing appeal procedures, as they become effective.
- 3.3.1.3 The CONTRACTOR shall educate its staff concerning the importance of the appeals procedure, the rights of the member, and the time frames in which action must be taken by the CONTRACTOR regarding the handling and disposition of an appeal.
- 3.3.1.4 The CONTRACTOR shall identify the appropriate individual or body within the plan having decision-making authority as part of the appeal procedure.
- 3.3.1.5 The CONTRACTOR shall have the ability to take telephone appeals and accommodate persons with disabilities during the appeals process. Appeal forms shall be available at each service site and by contacting the CONTRACTOR. However, members shall not be required to use a TENNCARE approved appeal form in order to file an appeal;
- 3.3.1.6 Upon request, the CONTRACTOR shall provide members a TENNCARE approved appeal form(s);
- 3.3.1.7 The CONTRACTOR shall provide reasonable assistance to all appellants during the appeal process.
- 3.3.1.8 At any point in the appeal process, TENNCARE shall have the authority to remove a member from the CONTRACTORS plan when it is determined that such removal is in the best interest of the member and TENNCARE;
- 3.3.1.9 The CONTRACTOR shall require providers to display notices of member's right to appeal adverse actions affecting services in public areas of each facility in accordance with TennCare rules and regulations. The CONTRACTOR shall ensure that providers have accurate and adequate supply of public notices.
- 3.3.1.10 Neither the CONTRACTOR nor TENNCARE shall prohibit or discourage any individual from testifying on behalf of a member.
- 3.3.1.11 The CONTRACTOR shall ensure compliance with all notice requirements and notice content requirements specified in applicable state and federal law, TennCare rules and regulations, and all court orders and consent decrees governing notice and appeal procedures as they become effective.
- 3.3.1.12 TENNCARE may develop additional appeal process guidelines or rules, including requirements as to content and timing of notices to members, which shall be followed by the CONTRACTOR.

However, , the CONTRACTOR shall not be precluded from challenging any judicial requirements and to the extent judicial requirements that are the basis of such additional guidelines or rules are stayed, reversed or otherwise rendered inapplicable, the CONTRACTOR shall not be required to comply with such guidelines or rules during any period of such inapplicability.

- 3.3.1.13 The CONTRACTOR shall provide general and targeted education to providers regarding expedited appeals, (described in TennCare rules and regulations), including when an expedited appeal is appropriate, and procedures for providing written certification thereof
- 3.3.1.14 The CONTRACTOR shall require providers to provide written certification regarding whether a member's appeal is an emergency upon request by a member prior to filing such appeal, or upon reconsideration of such appeal by the CONTRACTOR when requested by TENNCARE.
- 3.3.1.15 The CONTRACTOR shall provide notice to contract providers regarding providers' responsibility in the appeal process, including but not limited to, the provision of medical records and/or documentation.
- 3.3.1.16 The CONTRACTOR shall urge providers who feel they cannot order a drug on the TennCare Preferred Drug List (PDL) to seek prior authorization in advance, as well as to take the initiative to seek prior authorization or change or cancel the prescription when contacted by a member or pharmacy regarding denial of a pharmacy service due to system edits (i.e., therapeutic duplication, etc.)
- 3.3.1.17 Member eligibility and eligibility related grievance and appeals, including termination of eligibility, effective date of coverage, and the determination of premium and co-payment responsibilities shall be directed to the Department of Human Services.

If it is determined by TENNCARE that violations of the appeal guidelines have occurred by the CONTRACTOR, TENNCARE shall require the CONTRACTOR to submit and follow through with a corrective action plan. Failure to comply with the appeal guidelines issued by TENNCARE, including an acceptable corrective action plan, shall result in the CONTRACTOR being subject to liquidated damages as described in Section 5.3 of this Agreement.

6. Section 3.4.7 shall be amended by adding the phrase "or prior to enrollee's beginning effective date" to the end of the first sentence so that the amended Section 3.4.7 shall read as follows:

3.4.7 Provider Directory

The **Contractor** shall be responsible for distributing provider directories to new **Enrollees** within thirty (30) calendar days of receipt of notification by **TennCare** of enrollment in the **Contractor's** plan or prior to enrollee's beginning effective date. The **Contractor** shall also be responsible for redistribution of updated provider information on an annual basis. The provider directories shall include the following: names, locations, telephone numbers, office hours, non-English languages spoken by current network providers, identification of providers accepting new patients, emergency services settings and post stabilization service locations. **Enrollee** provider directories, and any revisions thereto, shall be submitted to **TDMHDD** for approval prior to distribution to **Enrollees**. Each submission shall include a paper and an electronic copy. The text of the directory shall be in Microsoft Word or Adobe (PDF) format. In addition, the provider information used to populate the **Enrollee** provider directory shall be submitted as a TXT file or such format as otherwise approved by **TDMHDD** and be produced using the same extract process as the actual **Enrollee** provider directory. It shall be acceptable for the **Contractor** to mail one (1) provider directory to each address listed for the **Enrollee's TennCare** case number when there is more than one (1) new **Enrollee** assigned to the same case number at the time of enrollment and when subsequent updated provider directories are mailed to **Enrollees**. Should a single individual be enrolled and be added into an existing case, a provider directory must be mailed to that individual **Enrollee** regardless of whether or not a provider directory has been previously mailed to **Enrollees** in the existing case.

7. Section 3.6.4 Credentialing and the related Attachment C Standard shall be amended by adding a new paragraph to the end of the existing text and by amending Attachment C, Standard VIII of the BHO QMP Standard – Q. so that they read as follows:

3.6.4 Credentialing

The **Contractor** must maintain a current credentialing manual per **TDMHDD** requirements as set forth in Standard VIII of the BHO QMP Standards (see Attachment C) and as further specified below.

The **Contractor** shall submit the credentialing manual to **TDMHDD** for approval prior to the delivery of services and prior to modification(s).

In addition to the requirements found in Standard VIII of the BHO QMP Standards, the manual must include:

3.6.4.1 A written notice process the **Contractor** will use to inform affected individuals or groups of providers in its network of a decision not to include them in the **Contractor's** network and the reason for its decision.

3.6.4.2 A written description of its credentialing criteria to providers upon request.

3.6.4.3 The **CONTRACTOR** shall completely process credentialing applications within thirty (30) calendar days of receipt of a completed, including all necessary documentation and attachments, credentialing application and signed Provider Agreement. Completely process shall mean that the **CONTRACTOR** shall review, approve, and load approved applicants to their provider files in their claims processing system or deny the application and assure that provider is not included in the **CONTRACTORS'** network.

Attachment C Standard VIII of the BHO QMP Standard:

Q. All credentialing and re-credentialing decisions are made within thirty calendar days of receipt of a completed, including all necessary documentation and attachments, credentialing application and signed Provider Agreement. . The organization must track the amount of time from receipt of a completed application to date of provider notification of the credentialing decision.

8. A new Section 3.6.7 Payment Requirements shall be added as follows:

3.6.7 The **CONTRACTOR** shall assure that payments are not issued to providers that have not obtained a Tennessee Medicaid provider number or for which disclosure requirements have not been obtained by the **CONTRACTOR** in accordance with 43 CFR 455.100 through 106 and Section 3.7.2 of this Agreement.

- 9 The third paragraph of Section 3.7.2.11 references 3.12.15. This reference should be to Medical Records Section 3.10.16.

3.7.2.11 Third paragraph:

Require that medical records requirements found in Section 3.10.16 be included in provider agreements and that medical records are maintained at site where medical records are rendered.

10. The fourth paragraph of Section 3.7.2.11 references 3.12.16. and 3.14.2. These references should be to Availability of Records Section 3.10.15 and Records Maintenance Section 3.11.6 .

3.7.2.11 Fourth Paragraph:

The provider agreement must contain the language described in Sections 3.10.15 and 3.11.6 of this Agreement.

11. Section 3.7.2.31 shall be amended so that the amended Section 3.7.2.31 shall read as follows:

3.7.2.31 Specify that the TennCare Provider Independent Review of Disputed Claims process shall be available to providers to resolve claims denied in whole or in part by the **Contractor** as provided at T.C.A. 56-32-226(b);

12. Section 3.7.2.32 shall be amended so that the amended Section 3.7.2.32 shall read as follows:

3.7.2.32 Include a conflict of interest clause as stated in subsections (1) and (2) of Section 6.5, Gratuities clause as stated in Section 6.6, and Lobbying clause as stated in Section 6.7 of this Agreement between the CONTRACTOR, TennCare and TDMHDD,;

13. A new Section 3.7.3 shall be added which shall read as follows:

3.7.3 All member notices required shall be written using the appropriate notice templates provided by TENNCARE and shall include all notice content requirements specified in applicable state and federal law, TennCare rules and regulations, and all court orders and consent decrees governing notice and appeal procedures as they become effective.

Failure to comply with notice requirements described herein may result in liquidated damages as described in Section 5.3.3 of this Contract.

14. A new Section 3.7.4 shall be added which shall read as follows:

3.7.4 The CONTRACTOR shall notify TennCare of any provider termination and submit a copy of one of the actual member notices mailed as well as an electronic listing identifying each member to whom a notice was sent within five (5) business days of the date the member notice was sent as required in Section 3.7.3. In addition to the member notice and electronic listing, documentation from the CONTRACTORS' mail room or outside vendor indicating the quantity and date member notices were mailed shall be sent to TENNCARE as proof of compliance with the member notification requirements. The CONTRACTOR shall maintain a copy of the actual notice on-site and forward a copy of the notices upon request by TENNCARE. If the termination was initiated by the provider, said notice shall include a copy of the provider's notification to the Contractor.

Furthermore, if termination of the CONTRACTORS' provider agreement with any provider group, whether or not the termination is initiated by the provider or by the CONTRACTOR, places the CONTRACTOR out of compliance with Sections 3.1.3 and 3.6.1.2 of this Contract, such termination shall be reported by the CONTRACTOR to TENNCARE and TDMHDD in the standard format used to demonstrate compliance with provider network and access requirements, within five (5) business days of the date that the agreement has been terminated.

15. Section 3.9.1, Quality Improvement, shall be amended by adding a second paragraph to Section 3.9.1.3 that shall read:

3.9.1.3 The Contractor shall notify TDMHDD within three (3) business days of any decision to suspend new admissions to a provider or terminate

a provider from their network. The notification shall include the name of the provider, the reason(s) for the action to discontinue admissions or terminate the provider from the network, and the effective date of the action.

16. Section 3.10.5 Case Management Reporting, shall be amended by removing the ability to maintain wait lists for case management and by changing the report frequency from monthly to quarterly. The revised section shall read as follows:

3.10.5 Case Management Reporting

The **Contractor** shall submit a summary of all **Enrollees** receiving case management services to **TDMHDD** on a quarterly basis. The minimum data elements required to be provided are identified in Attachment D.5.

17. Section 3.10.7 shall be amended by adding new text to the end of the existing text so that the amended 3.10.7 shall read as follows:

3.10.7 Enrollee Information, Weekly Reporting

The **Contractor** shall submit weekly reports in an electronic format, unless otherwise specified or approved by **TennCare** in writing, which shall serve as the source of information for a change in the **Enrollee's TennCare** information. This report shall include **Enrollees** who move outside the **Contractor's** service area as well as **Enrollees** who move to a new address within the **Contractor's** service area. The **Contractor** agrees to work with the State to devise a methodology to use returned mail to identify **Enrollees** who have moved and whose whereabouts are unknown.

Within 90 days of notification from **TennCare**, the **Contractor** shall also be required to include in this report, any information which is known by the **Contractor** that may affect an **Enrollee's TennCare** eligibility and/or **TennCare** cost sharing responsibilities including changes in income, family size, access to health insurance, third party resources including any known insurance policies and/or legal actions, proof of un-insurability including limited coverage and exclusionary riders to policies, whether or not the **Enrollee** is

incarcerated, or resides outside the State of Tennessee. The minimum data elements required for this report can be found in

Attachment D of this CONTRACT. This notice may be accomplished through a written form or as an electronic media update, as mutually agreed upon by the **Contractor** and **TennCare**.

The CONTRACTOR shall gather, store and update a minimum of the following health insurance information:

- Recipient SSN
- Type of coverage (Inpatient, outpatient, pharmacy, dental, vision, etc.)
- Policyholder name
- Policyholder SSN, if available
- Policyholder's relationship to the recipient
- TennCare carrier number, carrier name and address, if available
- Policy number
- Begin and end date of policy

Health insurance data provided by the CONTRACTOR that does not include the above required fields will be returned to the CONTRACTOR.

18. Section 3.10.13, Assessments Reporting shall be amended by adding a new second paragraph that shall read:

3.10.13 Assessments Reporting

On a quarterly basis the Contractor shall submit a Rejected CRG/TPG Assessments Report that provides, by agency, the number of rejected CRG/TPG assessments and the unduplicated number of and identifying information for the unapproved raters who completed the rejected assessments. This report shall be submitted in the format specified by TDMHDD.

19. Section 3.11.6, Records Maintenance shall be modified by changing the section referenced within the paragraph from Section 1-9 to Section 3.1.12 so that the section now reads:

3.11.6 Records Maintenance

The CONTRACTOR and its providers, subcontractors and other entities receiving monies originating by or through TennCare shall maintain books, records, documents, and other evidence pertaining to services rendered, equipment, staff, financial records, medical records, and the administrative costs and expenses incurred pursuant to this Agreement as well as medical information relating to the individual enrollees as required for the purposes of audit, or administrative, civil and/or criminal investigations and/or prosecution or for the purposes of complying with the requirements set forth in Section 3.1.12 of this Agreement. Records other than medical records may be kept in an original paper state or preserved on micro media or electronic format. Medical records shall be maintained in their original form or may be converted to electronic format as long as the records are readable and/or legible. These records, books, documents, etc., shall be available for any authorized federal, state, including, but not limited to TENNCARE, TDMHDD, OIG, TBI MFCU, DOJ and the HHS OIG, and Comptroller personnel during the Agreement period and five (5) years thereafter, unless an audit, administrative, civil or criminal investigation or prosecution is in progress or audit findings or administrative, civil or criminal investigations or prosecutions are yet unresolved in which case records shall be kept until all tasks or proceedings are completed. During the Agreement period, these records shall be available at the CONTRACTORS chosen location in Tennessee subject to the approval of TENNCARE and/or TDMHDD. If the records need to be sent to TENNCARE and/or TDMHDD, the CONTRACTOR shall bear the expense of delivery. Prior approval of the disposition of CONTRACTOR, subcontractor or provider records must be requested and approved by TDMHDD.

20. Section 3.14.7 shall be amended by adding a new sentence to the end so that the amended Section 3.14.7 shall read as follows:

3.14.7 On an annual basis, the **Contractor's** Title VI Compliance Plan and Assurance of Non-discrimination. The signature date of the CONTRACTORS' Title VI Compliance Plan is to coordinate with the signature date of the CONTRACTORS' Assurance of Non-discrimination Compliance.

21. Section 4.7.1 Maximum Liability and Allocation of Funds to this CONTRACT, shall be amended by replacing the second sentence in the first paragraph so that the first and second sentences shall now read:

4.7.1 Maximum Liability and Allocation of Funds to this Contract

This CONTRACT is subject to appropriation and availability of State and federal funds. In no event shall the maximum liability of the State for the TennCare Partners Program in the East Grand Regions exceed One Hundred Forty Seven Million Four Hundred Twenty Nine Thousand Seven Hundred Dollars (\$147,429,700.00) for the contract period of July 1, 2006 through June 30, 2007 .

22. A new paragraph and table shall be added to Section 4.7.2 Payment Methodology, following Table 3. The new paragraph and table 4 shall read as follows:

4.7.2 Payment Methodology

The Contractor shall be compensated based on the rates herein for the payment rate categories authorized by the State.. Payments shall be subject to withholds as set forth in the CONTRACT. The rates in the Table 4 shall be applicable from July 1, 2006 through June 30, 2007.

Table 4: Rates:

PAYMENT RATE CATEGORY	PER MEMBER/ PER MONTH RATE
Priority Population age 0-12	302.57
Priority Population age 13-17	430.61
Priority Population age 18 and above	243.26

Non-Priority Population age 0-12	2.84
Non-Priority Population age 13-17	17.47
Non-Priority Population age 18 and above	4.94
State Only & Judicials	285.73

If the CONTRACT is extended for an additional period or periods in accordance with Section 6.18 of this CONTRACT, the **Contractor** shall be compensated based upon the payment rate categories detailed above subject to adjustment as determined by annual independent actuarial analysis and subject to State appropriations.

- 23.. The Liquidated Damages chart of Deliverables Section 5.3.3.2 shall be deleted in its entirety and replaced in its entirety so that the amended chart shall read as follows:

5.3.3.2 Deliverables

		Referenced Section(s)	Amount	Cure Period
5.3.3.2.1	Crisis Services	2.5.9 3.10.6	\$500 per calendar day	5 calendar days
5.3.3.2.2	Financial Disclosure in Providers	3.1.11.1	Amount Paid to the Provider	5 calendar days
5.3.3.2.3	Reserved			
5.3.3.2.4	Maintain Fidelity Bond	3.1.9	\$500 per calendar day	10 calendar days
5.3.3.2.5	Proof of Coverage	3.1.9	\$500 per calendar day	10 calendar days
5.3.3.2.6	Reserved			
5.3.3.2.7	Ownership and Financial Disclosure	3.1.11	\$500 per calendar day	5 calendar days
5.3.3.2.8	Identification Card	3.4.2.2	\$10 per calendar day	15 calendar days

			per Enrollee	after assignment
5.3.3.2.9	Member Handbooks and Explanation of Benefits	3.4.2.1 3.4.2.3	\$50 per calendar day per Enrollee	15 calendar days after assignment
5.3.3.2.10	Quarterly Newsletter	3.4.2.4	\$500 per calendar day	5 calendar days
5.3.3.2.11	Reserved			
5.3.3.2.12	Telephone Access	3.5.3	See Performance Measures	None
5.3.3.2.13	Provider Site License	3.6.2	\$5,000 per calendar day that a site is not licensed as required by applicable state law plus the amount paid to that provider site during that period	None
5.3.3.2.14	Provider Staff License	3.6.3	\$5,000 per calendar day that staff/provider/agent/su bcontractor is not licensed as required by applicable state law plus the amount paid to the staff/provider/agent/su bcontractor during that period.	None
5.3.3.2.15	Credentialing Manual	3.6.4	\$500 per calendar day	5 calendar days
5.3.3.2.16	Provider Relations Plan	3.6.5	\$500 per calendar day	20 calendar days
5.3.3.2.17	Performance Measure Standards	Attachment E	See Attachment E	None
5.3.3.2.18	Failure to process and pay claims in a timely manner	3.11.3	\$10,000 per month for each month that TENNCARE determines that the CONTRACTOR is not in compliance with the requirements of this Agreement.	None

5.3.3.2.19	Reserved			
5.3.3.2.20	Failure to provide a written notice or provision of defective notice of denial, reduction, termination, suspension, or delay of covered services	3.3	\$500 per occurrence per case	None
5.3.3.2.21	Failure to provide a written discharge plan or provision of a defective discharge plan	3.2.1.2.3.2	\$1,000 per occurrence per case	None
5.3.3.2.22	Failure to provide a service or make payments for a service within five (5) calendar days of a reasonable and appropriate directive from TennCare to do so or upon approval of the service or payment by the CONTRACTOR during the appeal process or within a longer period of time which has been approved by TennCare upon a plan's demonstration of good cause	3.3	\$500 per day beginning on the next calendar day after default by the plan in addition to the cost of the services not provided.	None

5.3.3.2.23	Failure to provide proof of compliance to the Bureau Office of Contract Compliance and Performance within five (5) calendar days of a reasonable and appropriate directive from TennCare or within a longer period of time which has been approved by TennCare upon a plan's demonstration of good cause	3.3	\$500 per day beginning on the next calendar day after default by the plan	None
5.3.3.2.24	Imposing arbitrary utilization guidelines or other quantitative coverage limits	3.9.3	\$500 per occurrence	None
5.3.3.2.25	Services wrongfully withheld where the Enrollee was not receiving the service and the Enrollee went without coverage of the disputed service while an appeal on the service was pending	3.3	An amount sufficient to at least offset any savings the Contractor achieved by withholding the services and promptly reimbursing the Enrollee for any costs incurred for obtaining the services at the Enrollee's expense	None
5.3.3.2.26	Reserved			

5.3.3.2.27	Failure to comply with the notice requirements of the TennCare Rules and regulations or any subsequent amendments thereto, and court orders governing appeal procedures as they become effective	3.3	\$500 per occurrence in addition to \$500. per calendar day for each calendar day required notices are late or deficient or for each calendar day beyond the required time frame that the appeal is unanswered in each and every aspect and/or each day the appeal is not handled according to the provisions set forth by this CONTRACT or required by TennCare	None
5.3.3.2.28	Failure to provide continuation or restoration of services where an Enrollee was receiving the service as required by TennCare Rules or any subsequent amendments thereto, all applicable state or federal law, and all court orders governing appeal procedures as they become effective	3.3	An amount sufficient to at least offset any savings the CONTRACTOR achieved by withholding the services and promptly reimbursing the enrollee for any costs incurred for obtaining the services at the enrollee's expense. \$500. per day for each calendar day beyond the 2 nd business after an On Request Report regarding a member's request for continuation of benefits is sent by TENNCARE.	None
5.3.3.2.29	Failure to provide CRG/TPG assessments within the specified timeframes	2.5.3	\$500 per month per Enrollee	None
5.3.3.2.30	Failure to provide CRG/TPG	2.5.3	\$500 per occurrence per case	None

	assessments by TDMHDD-certified raters or in accordance with TDMHDD policies and procedures			
5.3.3.2.31	Failure to comply with Conflict of Interest, Lobbying and Gratuities requirements described in Sections 6.5, 6.6 & 6.7.	6.5 6.6 6.7	110% of the total amount of compensation paid by Contractor to inappropriate individuals as described in Sections 6.5, 6.6, & 6.7 and possible termination of the Agreement as described in Sections 6.5, 6.6, & 6.7 of this Agreement.	None
5.3.3.2.32	Failure to submit TennCare and TDMHDD Disclosure of Lobbying Activities Form by Contractor .	6.7	\$1,000.00 per day that disclosure is late.	None
5.3.3.2.33	Failure to comply with Offer of Gratuities constraints described in Section 6.6	6.6	110% of the total benefits provided by the CONTRACTOR to inappropriate individuals and possible termination of the Agreement for breach as described in Section 6.6 of this Agreement.	None
5.3.3.2.34	Failure to seek, collect and/or report third party recoveries to TennCare.	3.12.5	\$500. per day for each calendar day that TennCare determines the CONTRACTOR is not making reasonable effort to seek and collect third party recoveries.	None
5.3.3.2.35	Failure to obtain approval of enrollee materials.	3.4	For Deliverables due on or after January 1, 2006: \$500. for each	None

			day that TennCare determines the CONTRACTOR has provided enrollee material that has not been approved by TennCare.	
5.3.3.2.36	Failure to comply with marketing timeframes for providing Member Handbooks, I.D. cards, Provider Directories and Newsletters.	Marketing Materials, 3.4	For Deliverables due on or after January 1, 2006: \$5000. for each occurrence. . For purposes of this Agreement, occurrence means each instance in which Member materials are provided or should have been provided regardless of the number of Members affected at that time.	None
5.3.3.2.37	Failure to achieve and/or maintain financial reserves in accordance with TCA	Financial Requirements, 3.1.8	\$500. per calendar day for each day that financial requirements have not been met.	None
5.3.3.2.38	Failure to comply with fraud and abuse provisions as described in Section 3.1.12 of this Agreement	Fraud and Abuse, 3.1.12	\$500. per calendar day for each day that the CONTRACTOR does not comply with fraud and abuse provisions described in Section 3.1.12 of this Agreement.	None
5.3.3.2.39	Failure to require and assure compliance with Ownership and Disclosure requirements	Provider Contracts, 3.7.2	\$5000. per provider disclosure/attestation for each disclosure/attestation that is not received or is received and signed by a provider that does not request or contain complete and satisfactory disclosure of the requirements outlined in 42 CFR 455, Subpart B.	None

5.3.3.2.40	Failure to respond to a request by DCS or TENNCARE to provide service(s) to a child at risk of entering DCS custody as described in this Agreement.	2.5	The actual amount paid by DCS and/or TENNCARE for necessary services or \$1000. whichever is greater, to be deducted from monthly payments	None
5.3.3.2.41	Failure to comply with obligations and timeframes in the delivery of EPSD&T screens and related services as per this Agreement.	2.5.4	The actual amount paid by DCS and/or TENNCARE for necessary services or \$1000. whichever is greater, to be deducted from monthly payments.	None
5.3.3.2.42	Denial of a request for services to a child at risk of entering DCS custody when the services have been reviewed and authorized by the TennCare Chief Medical Officer	2.5	The actual amount paid by DCS and/or TENNCARE for necessary services or \$1000. whichever is greater, to be deducted from monthly payments.	None
5.3.3.2.43	Failure to forward an expedited appeal to TennCare in twenty four (24) hours or a standard appeal in five (5) days.	3.3	\$500. per calendar day	None
5.3.3.2.44	Failure to provide complete documentation, including medical records, and comply with the timelines for responding to a medical appeal as set forth in TennCare rules and regulations and all court orders and consent decrees governing appeals procedures as they become effective.	3.3	\$500. per calendar day for each calendar day beyond the required time frame that the appeal is unanswered in each and every aspect and/or each day the appeal is not handled according to the provisions set forth by this Agreement or required by TennCare	None

5.3.3.2.45	Failure to submit a timely corrected notice of adverse action to TENNCARE for review and approval prior to issuance to the member.	3.3	\$1,000. per occurrence if the notice remains defective plus a per calendar day assessment in increasing increments of \$500. (\$500. for the first day, \$1,000. for the second day, \$1,500. for the third day, etc.) for each day the notice is late and/or remains defective.	None
5.3.3.2.46	Per the Revised Grievance Consent Decree, "Systemic problems or violations of the law" (e.g. a failure in 20% or more of appealed cases over a 60 day period) regarding any aspect of medical appeals processing pursuant to TennCare rules and regulations and all court orders and consent decrees governing appeal procedures as they become effective.	3.3	<p>First occurrence: \$500 per instance of such "systemic problems or violations of the law", even if damages regarding one or more particular instances have been assessed (in the case of "systemic problems or violations of the law" relating to notice content requirements, \$500 per notice even if a corrected notice was issued upon request by TENNCARE).</p> <p>Damages per instance shall increase in \$500 increments for each subsequent "systemic problem or violation of the law" (\$500 per instance the first time a "systemic problem or violation of the law" relating to a particular requirement is identified; \$1,000 per instance for the 2nd time a "systemic problem or violation of</p>	None

			the law" relating to the same requirement is identified; etc.)	
5.3.3.2.47	Systemic violations regarding any aspect of the requirements in accordance with this Agreement and the TennCare rules and regulations	3.3	First occurrence: \$500 per instance of such systemic violations, even if damages regarding one or more particular instances have been assessed. Damages per instance shall increase in \$500 increments for each subsequent systemic violation (\$500 per instance the first time a systemic violation relating to a particular requirement is identified; \$1,000 per instance for the 2nd time a systemic violation relating to the same requirement is identified; etc.)	None
5.3.3.2.48	Failure to complete or comply with corrective action plans as required by TENNCARE and/or TDMHDD	3.11.8 3.10.1	\$500. per calendar day for each day the corrective action is not completed or complied with as required.	None
5.3.3.2.49	Failure to 1) provide an approved service timely, i.e., in accordance with timelines specified in the Special Terms and Conditions for Access in the TennCare Waiver or Attachment B, or when not specified therein, with reasonable	2.5 3.3 Attachment B	The cost of services not provided plus \$500 per day, per occurrence, for each day 1) that approved care is not provided timely; or 2) notice of delay is not provided and/or the MCC fails to provide upon request sufficient documentation of	None

	promptness; or 2) issue appropriate notice of delay with documentation upon request of ongoing diligent efforts to provide such approved service.		ongoing diligent efforts to provide such approved service.	
5.3.3.2.50	Failure to submit the CONTRACTORS' annual NAIC filing as described in Section 3.10.10 of this Agreement.	3.10.10	\$500. per calendar day	None
5.3.3.2.51	Failure to submit the CONTRACTORS' quarterly NAIC filing as described in Section 3.10.10	3.10.10	\$500. per calendar day	None
5.3.3.2.52	Failure to submit audited financial statements as described in Section 3.11.5	3.11.5	\$500. per calendar day	None
5.3.3.2.53	Failure to maintain a complaint and appeal system as required in Section 3.3 of this Agreement.	3.3	\$500. per calendar day	None
5.3.3.2.54	Failure to maintain required insurance as required in Section 4.4.13 of this Agreement.	4.4.13 3.1.10	\$500. per calendar day	None
5.3.3.2.55	Reserved			
5.3.3.2.56	Failure to completely process credentialing application within thirty (30) calendar days of receipt of a completed, including all necessary documentation and	3.6.4 Attachment C	\$5000 per application that has not been approved and loaded into the CONTRACTORS' system or denied within thirty (30) calendar days of receipt of a completed	None

	attachments, credentialing application and signed Provider Agreement as required in Section 3.6.4 of this Agreement.		credentialing application. And/Or \$1000 per application per day for each day beyond thirty (30) calendar days that a completed credentialing application has not been completed as described in Section 3.6.4 of this Agreement.	
5.3.3.2.57	Failure to maintain provider agreements in accordance with this Agreement.	3.7.2	\$5000 per provider agreement found to be non-compliant with the requirements outlined in Section 3.7.2 of this Agreement.	None
5.3.3.2.58	Failure to comply in any way with staffing requirements as described in this Agreement.	3.5	\$250. per calendar day for each day that staffing requirements as described in this Agreement are not met.	None
5.3.3.2.59	Failure to report provider notice of termination of participation in the CONTRACTORS' plan.	3.7.4	\$200. per day	None
5.3.3.2.60	Failure to address or resolve problems with individual encounter records in a timely manner as required by TENNCARE.	3.10.4	An amount equal to the paid amount of the individual encounter record(s) that was rejected or, in the case of capitated encounters, the fee-for-service equivalent thereof as determined	None

			by TENNCARE.	

24. Section 6.5 Conflict of Interest shall be deleted in its entirety so that the amended Section 6.5 shall read as follows:

6.5 Conflicts of Interest

- (a) The **Contractor** warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this Agreement unless otherwise authorized by the Commissioner, Tennessee Department of Finance and Administration. The authorization may be requested in writing to the Commissioner of Finance and Administration. (See 45 CFR 93.100 *et seq.* 31 USC 1352. TCA 3-6-101 *et. seq.*, 3-6-201., *et. Seq.* 3-6-301 *et. Seq.* and 8-50-505
- (b) By December 31 of each year, disclosure shall be made by the CONTRACTOR to the Deputy Commissioner of the Bureau of TennCare, Department of Finance and Administration in writing. The disclosure shall include the following:
1. A list of any officer or employee of the State of Tennessee who receives wages, or compensation in connection with work performed under this Agreement;
 2. A statement of the reason or purpose for the wages or compensation; and
 3. A statement that the Commissioner of Department of Finance and Administration has authorized this arrangement.
- (c) This CONTRACT may be terminated by TENNCARE and/or **TDMHDD** if it is determined that the **Contractor**, its agents or employees offered or

gave gratuities of any kind to any official, employees of the State of Tennessee. The CONTRACTOR certifies that no member of or delegate of Congress, the United States General Accounting Office, DHHS, CMS or any other federal agency has or will benefit financially or materially from this Agreement.

The CONTRACTOR shall include the substance of this clause in all subcontracts and provider agreements.

25. Section 6.7 Lobbying shall be deleted and replaced in its entirety so that the amended Section 6.7 shall read as follows:

6.7 Lobbying

The CONTRACTOR certifies by signing this Agreement, to the best of its knowledge and belief, that federal funds have not been used for lobbying in accordance with 45 CFR Part 93 and 31 USC 1352 (See also TCA 3-6-101 *et. Seq.*, . 3-6-201 *et Seq.*, 3-6-301 *et. Seq.*, and 8-50-505.).

The CONTRACTOR shall disclose any lobbying activities using non-federal funds in accordance with 45 CFR Part 93.

Failure by the CONTRACTOR to comply with the provisions herein shall result in termination of the Contractor and/or liquidated damages as provided in 5.3.3.2 of this Agreement.

26. Attachment B, Crisis Services, shall be amended by deleting the last sentence in the Definition for Crisis Services and replacing it so the definition paragraph now reads as follows:

DEFINITION

Crisis Services

When there is a perception of a crisis by an individual, family member, law enforcement, hospital staff or others, crisis services are available to anyone living in Tennessee regardless of insurance type or coverage. Crisis Services are

available twenty-four (24) hours a day seven (7) days a week for anyone experiencing a mental health crisis, an urgent condition, or a psychiatric emergency. A mental health crisis is defined as any mental health issue perceived to be a crisis by the above mentioned individuals. An urgent condition is defined as an acute onset of a psychiatric condition, not constituting an immediate substantial likelihood of harm to self or others, but if left untreated it may deteriorate into a psychiatric emergency. A psychiatric emergency is defined as an acute onset of a psychiatric condition that manifests itself by an immediate substantial likelihood of serious harm to self or others. These services will include twenty-four (24) hour telephone lines, triage, intervention, and evaluation for additional services/treatment and follow-up services. For admission to Regional Mental Health Institutes (RMHI's), Crisis Teams are capable of performing the functions of mandatory prescreening in accordance with Title 33, Chapter 6 of Tennessee Code Annotated, to ensure an effective inpatient diversion system and maintain the individual in the least restrictive environment as appropriate. Private hospitals that have been approved by **TDMHDD** will also accept mandatory pre-screening from the crisis team. Crisis services shall not be responsible for pre-authorizing involuntary hospitalization.

27. Attachment B. Crisis Services shall further be amended by changing the access and availability standard pertaining to face-to-face contact time for the service to read as follows:

Maximum Time for a Face-to-Face Contact for an Individual.	Within 1 hour in an emergency and within 4 hours in an urgent situation.
--	--

- 28.. Attachment E Administrative Measures, Table 1: Administrative Performance Measures shall be amended by adding the following language to the end of "Reporting Frequency" and "Penalty" so that the amended sections shall read as follows:

Reporting Frequency: Quarterly, within thirty (30) calendar days after the end of the quarter. Each month to be reported separately.

Penalty: 1 For each month deficient

29. This Agreement shall be amended by deleting the words "Office of Contract Development and Compliance (OCDC)" and replacing them with "Office of Contract Compliance and Performance (OCCP)".
30. Contract citations within the body of the contract affected by contents of this amendment shall be modified accordingly.

All of the provisions of the original Agreement not specifically deleted or modified herein shall remain in full force and effect. Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective, or as of the date it is approved by the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services.

IN WITNESS THEREOF, the parties have by their duly authorized representatives set their signature.

CONTRACTOR:

Russell C. Petrella, Ph.D.
President
TENNESSEE BEHAVIORAL HEALTH, INC.

DATE

**TENNESSEE DEPARTMENT OF MENTAL HEALTH
AND DEVELOPMENTAL DISABILITIES:**

Virginia Trotter Betts, MSN, JD, RN, FAAN
Commissioner

DATE

**TENNESSEE DEPARTMENT OF
FINANCE AND ADMINISTRATION:**

M. D. Goetz, Jr.
Commissioner

DATE

APPROVED:

**TENNESSEE DEPARTMENT OF
FINANCE AND ADMINISTRATION:**

M. D. Goetz, Jr.
Commissioner

DATE

COMPTROLLER OF TREASURY:

John G. Morgan
Comptroller of Treasury

DATE

CONTRACT SUMMARY SHEET

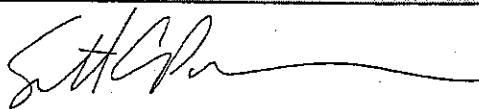
RFS Number:	318.66-050	Contract Number:	FA-05-16089-04
State Agency:	Department of Finance and Administration	Division:	TennCare
Contractor:		Contractor Identification Number:	
Tennessee Behavioral Health, Inc.		X	V-
			C-
		621621636 01	

Service Description

Behavioral Health Services to Enrollees in the TennCare Partners Program in Tennessee East Grand Region

Contract Begin Date				Contract End Date			
7/1/2004				6/30/2007			
Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code	
318.66	133	134	11	on STARS			
FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount include ALL amendments		
2005	\$59,243,280.00	\$108,632,276.00			\$167,875,556.00		
2006	\$51,144,466.00	\$91,717,000.00			\$142,861,466.00		
					\$0.00		
					\$0.00		
Total:	\$110,387,746.00	\$200,349,276.00	\$0.00	\$0.00	\$310,737,022.00		

CFDA Number:	93.778 Department of Health and Human Services	Check the box (below) ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	X
Name:	Scott Pierce	Is the Contractor a VENDOR? (per OMB A-133)	
Address:	310 Great Circle Road	Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone:	615-507-6415	Is the Contractor on STARS?	
Procuring Agency Budget Officer Signature		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractors Form W-9 Filed with Accounts?	




COMPLETE FOR ALL AMENDMENTS (only)

		Base Contract & Prior Amendments	This Amendment ONLY
End Date >		6/30/2006	6/30/2007
FY	2005	\$167,875,556.00	
FY	2006	\$146,861,466.00	<\$4,000,000.00>
FY			
FY			
FY			
FY			
Totals:		\$314,737,022.00	<\$4,000,000.00>

Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

RECEIVED
JAN - 3 AM 9:50
COM. FIN. & ADM. OFFICE
MANAGEMENT SERVICES

CONTRACT SUMMARY SHEET

RFS Number:	318.66-050		Contract Number:	FA-05-16089-03	
State Agency:	Department of Finance and Administration		Division:	TennCare	
Contractor:			Contractor Identification Number:		
Tennessee Behavioral Health, Inc.			X	V-	621621636 01
				C-	
Service Description:					
Behavioral Health Services to Enrollees in the TennCare Partners Program in Tennessee East Grand Region					
Contract Begin Date:			Contract End Date:		
7/1/2004			6/30/2006		
Allotment Code:	Cost Center:	Object Code:	Fund:	Grant:	Grant Code:
318.66	133	134	11	on STARS	
FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount include ALL amendments
2005	\$59,243,280.00	\$108,632,276.00			\$167,875,556.00
2006	\$52,583,700.00	\$94,277,700.00			\$146,861,466.00
					\$0.00
					\$0.00
Total:	\$111,826,980.00	\$202,909,976.00	\$0.00	\$0.00	\$314,737,022.00
CFDA Number: 93.778 Department of Health and Human Services			Check the box (below) ONLY if the answer is YES:		
State/Fiscal Contact:			Is the Contractor a SUBRECIPIENT? (per OMB A-133)		X
Name: Scott Pierce			Is the Contractor a VENDOR? (per OMB A-133)		
Address: 310 Great Circle Road			Is the Fiscal Year Funding STRICTLY LIMITED?		
Phone: 615-507-6415			Is the Contractor on STARS?		
Procuring Agency Budget Officer Signature:			Is the Contractor's FORM W-9 ATTACHED?		
			Is the Contractors Form W-9 Filed with Accounts?		
COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification		
			Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.		
	Base Contract & Prior Amendments	This Amendment ONLY			
End Date >	6/30/2006				
FY 2005	\$167,875,556.00				
FY 2006	\$167,875,556.00	-\$21,014,090.00			
FY					
FY					
FY					
FY					
Totals:	\$335,751,112.00	-\$21,014,090.00			

RECEIVED

DEC 09 2005

FISCAL REVIEW

RECEIVED
SEP 26 PM 3:45
COMPTROLLER'S OFFICE
OFFICE OF
MANAGEMENT SERVICES

RECEIVED
SEP 26 2005

CONTRACT SUMMARY SHEET

RFS Number:	318.66-050	Contract Number:	FA-05-16089-02
State Agency:	Department of Finance and Administration	Division:	TennCare
Contractor:		Contractor Identification Number:	
Tennessee Behavioral Health, Inc.		X	V-
			C-
621621636 01			

Service Description:

Behavioral Health Services to Enrollees in the TennCare Partners Program in Tennessee East Grand Region

Contract Begin Date:	Contract End Date:
7/1/2004	6/30/2006

Allotment Code:	Cost Center:	Object Code:	Fund:	Grant:	Grant Code:	Subgrant Code:
318.66	133	134	11	on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (include ALL amendments)
2005	\$59,243,280.00	\$108,632,276.00			\$167,875,556.00
2006	\$59,243,280.00	\$108,632,276.00			\$167,875,556.00
					\$0.00
					\$0.00
Total	\$118,486,560.00	\$217,264,552.00	\$0.00	\$0.00	\$335,751,112.00

CFDA Number:	93.778 Department of Health and Human Services	Check the box (below) ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	X
Name:	Scott Pierce	Is the Contractor a VENDOR? (per OMB A-133)	
Address:	729 Church Street Nashville, TN	Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone:	615-532-1362	Is the Contractor on STARS?	
Procuring Agency Budget Officer Signature		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractor's Form W-9 Filed with Accounts?	

Funding Certification

Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

COMPLETE FOR ALL AMENDMENTS (only)			
	Base Contract & Prior Amendments	This Amendment ONLY	
End Date >	12/31/2005	6/30/2006	
FY 2005	\$167,875,556.00		
FY 2006	\$86,710,754.00	\$81,164,802.00	
FY			
FY			
FY			
FY			
Totals:	\$254,586,310.00	\$81,164,802.00	

CONTRACT SUMMARY SHEET

RFS Number:	318.66-050	Contract Number:	FA-05-16089-01
State Agency:	Department of Finance and Administration	Division:	TennCare
Contractor:		Contractor Identification Number:	
Tennessee Behavioral Health, Inc.		X	V-
			C-
621621636 01			


Service Description

Behavioral Health Services to Enrollees in the TennCare Partners Program in Tennessee East Grand Region

Contract Begin Date:	Contract End Date:
7/1/2004	12/31/2005

Allocation Code:	Cost Center:	Object Code:	Fund:	Grant:	Grant Code:	Subgrant Code:
318.66	133	134	11	on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount Include All Amendments
2005	\$59,243,280.00	\$108,632,276.00			\$167,875,556.00
2006	\$30,602,400.00	\$56,108,354.00			\$86,710,754.00
					\$0.00
					\$0.00
Total	\$89,845,680.00	\$164,740,630.00	\$0.00	\$0.00	\$254,586,310.00

CFDA Number:	93.778 Department of Health and Human Services	Check the box (below) ONLY if the answer is YES:	
State Fiscal Contact:		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	X
Name:	Scott Pierce	Is the Contractor a VENDOR? (per OMB A-133)	
Address:	729 Church Street Nashville, TN	Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone:	615-532-1362	Is the Contractor on STARS?	
Procuring Agency Budget Officer Signature:		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractor's Form W-9 Filed with Accounts?	
		Funding Certification	

COMPLETE FOR ALL AMENDMENTS (only)

	Base Contract & Prior Amendments	This Amendment ONLY
End Date:	12/31/2005	
FY 2005	\$173,421,508.00	-\$5,545,952.00
FY 2006	\$86,710,754.00	
FY		
FY		
FY		
FY		
Totals:	\$260,132,262.00	-\$5,545,952.00

Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

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C O N T R A C T S U M M A R Y S H E E T

RFS Number:	318.66-050	Contract Number:	FA-05-16089-20
State Agency:	Department of Finance and Administration	Division:	Bureau of TennCare
Contractor:		Contractor Identification Number:	
Tennessee Behavioral Health, Inc.		V- C-	621621636 01

Service Description

Behavioral Health Services to Enrollees in the TennCare Partners Program in Tennessee East Grand Region

Contract Begin Date:	Contract End Date:
07/01/2004	12/31/2005

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
318.66	133	134	11	X on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2005	\$61,204,800.00	\$112,216,708.00			\$173,421,508.00
2006	\$30,602,400.00	\$56,108,354.00			\$86,710,754.00
Total:	\$91,807,200.00	\$168,325,062.00			\$260,132,262.00

CFDA #	93.778	Check the box ONLY if the answer is YES:	
State Fiscal Contact Name: Dean Daniel Address: 729 Church Street Phone: Nashville, TN (615) 532-1362		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	x
		Is the Contractor a VENDOR? (per OMB A-133)	
		Is the Fiscal Year Funding STRICTLY LIMITED?	
		Is the Contractor on STARS?	
		Is the Contractor's FORM W-9 ATTACHED?	
Procuring Agency Budget Officer Approval Signature 		Is the Contractor's Form W-9 Filed with Accounts?	

COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification
	Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
END DATE →			
FY:			
FY:			
FY:			
FY:			
Total:			

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 MANAGEMENT SERVICES